

**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP44207K-BL**

**CUSTOMER INFORMATION, BILLING & WORK
MANAGEMENT SYSTEMS – REVIEW EVALUATION
AND ENHANCEMENT – PROJECT S106
PUBLIC WORKS DEPARTMENT**

RFP DUE TIME AND DATE: 11:00 A.M., JULY 11, 2005
PURCHASING CONTACT: William Long at 404-730-7660
E-MAIL: william.long@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

**CUSTOMER INFORMATION, BILLING & WORK MANAGEMENT SYSTEMS
REVIEW EVALUATION AND ENHANCEMENT – PROJECT S106
REQUEST FOR PROPOSALS
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SECTION 1 INTRODUCTION

1.1 PURPOSE

The Fulton County Purchasing Department solicits Proposals from qualified and experienced vendors to provide Consultant Services of **Customer Information, Billing & Work Management Systems – Review, Evaluation and Enhancement - Project Number S106** to establish a contract for the Scope of Work identified within this request for proposal.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the **Customer Information, Billing & Work Management Systems – Review, Evaluation and Enhancement - Project Number S106** to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

In an effort to improve the level of service provided to the citizens of Fulton County and increase the operational efficiency while minimizing costs, the County has the need to review and revise the Water & Sewer's customer information system (CIS), billing system (BS) and work management system (WMS) currently in use. The CIS, BS and WMS may hereinafter be identified as "the Systems".

The consultant selected through this RFP shall be responsible for providing the user Departments consultative/technical support resulting in the successful integration and implementation of the systems in their entirety. **Fulton County will provide office space and internet access to key personnel. All hardware and software including compilers and other development tools not procured as part of Phase IIB of the Implementation Schedule Tasks indicated in Exhibit L shall be provided by the consultant.**

A complete detailed scope of services is in Section 10, Exhibit I.

1.3 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

Applications for documents, along with a non-refundable **\$25.00** payment must be filed with Parsons PM Team, Fulton County Government Center, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303, (404) 893-0873. Payment must be in the form of a money order, certified check, treasurer’s check or cashier’s check, issued by a responsible bank or trust company, payable to Parsons PM Team. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of proposal documents will not be issued.

Project: **CUSTOMER INFORMATION, BILLING & WORK
MANAGEMENT SYSTEMS – REVIEW, EVALUATION AND
ENHANCEMENT – PROJECT S106**

RFP #: **05RFP44207K-BL**

The Instructions to Proposers, Proposals, Drawings, Specifications, Bid Bond, Performance Bond, Payment Bond Requirements, and other Documents may be examined at the following locations:

F W. Dodge Corporation
2710 Sheraton Drive, Suite 110
Macon, Georgia 31204

Fulton County
Parsons PM Team, Ste 3077
141 Pryor Street, S W., 3rd Floor
Atlanta, Georgia 30303

Atlanta Builders Exchange
1940 The Exchange, Ste 300
Atlanta, Georgia 30339

CMD/Construction Market Data
30 Technology Blvd. Ste. 100
Norcross, Georgia 30092

**F W Dodge Corporation
Development Agency**
4170 Ashford-Dunwoody Rd., Ste.200
Atlanta, Georgia 30319

Minority Business
401 West Peachtree St.
Summit Bldg. , Suite 1715
Atlanta, Georgia 30308

For payment information, contact Carlisa Boyce, Department of Public Works at (404) 893-0873. All other questions should be addressed by the procedures outlined in this RFP to William Long, Chief Assistant Purchasing Agent Fulton County Purchasing Department at **404-730-7660**, William.long@co.fulton.ga.us.

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **May 31, 2005 at 11:00 AM in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303**. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, July 11, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.6 DELIVERY REQUIREMENTS

Proposals or modifications received after the proposal due date and time shall be deemed as late and will not be accepted and/or considered. Any proposal received after the above stated date and time will not be considered. It shall be the sole responsibility of the proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stated date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing. Proposal delayed by mail will not be considered, shall not be opened and arrangements will be made for their return at the proposers request and expense.

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership or individual).

Proposal shall be signed above the typed or printed name and title of the signer. The signer shall have authority to bind the proposed to the submitted proposal. ***The proposal number must be clearly visible on all proposal packages submitted.***

1.7 CONTACT PERSON AND INQUIRIES

Information regarding the proposal, either procedural or technical, may be obtained by contacting William Long, Chief Assistant Purchasing Agent at (404) 730-7660, Fulton County Department of Purchasing. Information regarding the proposal requirements may be obtained using the following procedure: All inquiries must be submitted in writing to:

Fulton County Department of Purchasing
Attn: William Long, Chief Assistant Purchasing Agent
130 Peachtree Street S.W., 1168
Atlanta, GA 30303
(404) 730-7660 Telephone
(404) 893-6268 Fax

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Friday, June 10, 2005 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing
Attn: William Long, Chief Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: William.long@co.fulton.ga.us
Telephone : 404-730-7660

**RE: 05RFP44207K- BL, CUSTOMER INFORMATION, BILLING &
WORK MANAGEMENT SYSTEMS – REVIEW EVALUATION AND
ENHANCEMENT**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The Term of this contract shall be from the date of the Notice to Proceed and continue until all Work specified in the Scope of Work; Section 9, Exhibit I is complete. Total contract term shall be determined in

coordination with and upon approval of the successful proposers' implementation schedule.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from User Departments and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate.

Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.7 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the

Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

CUSTOMER INFORMATION, BILLING & WORK MANAGEMENT SYSTEMS REVIEW EVALUATION AND ENHANCEMENT – PROJECT S106 05RFP44207K-BL

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

William Long, Chief Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

INSTRUCTIONS TO PROPOSERS

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

INSTRUCTIONS TO PROPOSERS

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all

INSTRUCTIONS TO PROPOSERS

proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **July 11, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #05RFP44207k-BL
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE ¹TECHNICAL PROPOSAL, THE ²COST PROPOSAL AND ³CONTRACT COMPLIANCE EXHIBITS, EACH SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS #05RFP44207BL
CUSTOMER INFORMATION, BILLING & WORK MANAGEMENT SYSTEMS
REVIEW EVALUATION AND ENHANCEMENT – PROJECT S106
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original and ten (10) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail.

The Technical Proposal shall be arranged and include content as described below:

Section 1 – Technical & Project Management Approach

Each respondent shall define their proposed approach to each phase of the project including objectives, how the work will be organized and performed. Each Proposer shall include a detailed implementation schedule indicating all tasks included in Exhibit L – Implementation Schedule Tasks. Phase I of the Implementation Schedule shall not exceed

seventy-five (75) days; Phase IIB “Fulton County to procure approved hardware and software” shall be sixty (60) days for all Proposers. This schedule will be one criteria included in the Project Approach Evaluation. Provide a description of recommended enhancements or improvements to the scope of services as presented. Elaborate and clearly identify those areas where better definition will provide the greatest potential benefit to the project. The approach discussion should include details regarding any unique knowledge or expertise your firm has with similar projects involving utilities. Explain how such knowledge or experience can benefit the project quality and product/deliverables.

Section 2 – Qualifications and Experience

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture that will execute and deliver the Project, including ownership and management structure. The use of the term proposer refers to all members of the proposing entity. In this case the qualifications for the design or construction sub-contractor are significant and should be included.

- Listing of all members or partners of the proposing entity indicating status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.
- Location and address of corporate and regional offices of all members of the proposing team.
- Proposer should submit an organizational chart of the business structure of the proposing entity.
- Project Personnel— Provide a summary of those personnel anticipated to be assigned to the project and the percentage of their time committed to the project. Resumes (not to exceed 1 page in length each) shall be provided for all key personnel, including

Project Manager, Lead Business Analysts, Lead Technical Analysts. These individuals shall work out of the local office during the course of their involvement on this project. Fulton County will not pay for direct costs associated with travel, temporary housing, food, supplies, or any other costs of relocating staff temporarily or permanently for this project.

Section 3 –Technical Ability/ Related Experience

The Proposer should provide a description of the firm's technical ability/potential and related experience as it relates to CIS, Billing, Work Management Systems and Computerized Maintenance Management System Projects This section should explain the ability to provide the services outlined in Exhibit I, Scope of Service. To address related experience, give proof that the proposer has successful experience with projects similar to this scope on projects for utilities. Include a contact person, project description, project location, name of project, telephone number, and members of your firm that can be contacted regarding these projects. Please limit the number of projects to four (4). Provide a brief description of the project, including the following information in a table format:

- Name and Location of project.
- Client and Owner.
- Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the owner.
- Description of Project

Section 4 – Proposer Financial Information

The Proposer Financial Information section shall include the following:

- Provide the following information and statements¹:
 - A copy of the most recent annual report with footnotes or most recent audited financial statement.
 - Latest Dun and Bradstreet Report.

Section 5 - Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure.

3.4 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a separate sealed envelope. Provide estimated cost to perform the project as described in basic scope of services and a separate cost to perform any enhancement. The respondent(s) are required to complete the Cost Proposal Summary Format Form in Section 5 Proposal Forms. The Price Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 5 of the RFP, by providing lump sum costs for each task listed.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee composed of three (3) members from applicable user departments and two (2) Purchasing Staff with technical advisory staff to ensure responses meet County's minimum technical requirements. The committee may request oral interviews and/or site visits. The committee will report its findings and recommendations to the Assistant Director Of Public Works for Water Services who shall then make a recommendation to the members of the Fulton County Commission.

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria		Weight
A.	Related Experience and past performance	25%
B.	Key personnel experience specifically associated with utility systems and the availability of each to this project.	25%
C.	Project Approach and Schedule including potential benefits associated with respondent's unique knowledge and experience with CIS, Work Management Systems and Computerized Maintenance Management Systems specifically associated with utility work Provide a project schedule.	30%
D.	Location of Respondent's Office within Fulton County	10%
E.	Cost	10%
	TOTAL POINTS	100%

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Cost Proposal

Provide lump sum costs for each task listed.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

COST PROPOSAL

**PLEASE COMPLETE AS DIRECTED AND INSERT IN YOUR SEPARATE
SEALED COST PROPOSAL**

No.	Task	Total Cost
I	Phase I Business Process Review and Evaluation	
I.1.a	Develop project management plan	
I.1.b	Preparation of and updates to critical path schedule	
I.2.a	Evaluate current process flows and prepare report.	
I.2.b	Evaluate current software and hardware and prepare report	
I.2.c	Diagram business relationships and process flows.	
I.3.a	Prepare a detailed report of industry standards and best practices as they relate to water and sewer utilities	
I.3.b	Prepare a cost and benefit analysis for various, proposed recommendations	
I.3.c	Prepare an organizational impact assessment with detailed process flows for various, proposed recommendations	
I.3.d	Prepare a report with specific recommendations related to process improvements, software, hardware and a preliminary implementation schedule	
	PHASE 1 TOTAL COST	
IIA	Phase IIA - Software & Hardware RFP Development and Evaluation	
IIA.1.a	Preparation of and updates to critical path schedule	

IIA.1.b	Develop RFP including specifications, requirements, definitions, and schedule for procurement of all hardware, software, and other required resources for the desired business plan	
IIA.2.a	Prepare vendor pre-qualification check list	
IIA.2.b	Prepare a list of potential vendors, for hardware and software, for inclusion in the procurement process	
IIA.2.c	Prepare a compilation of responses and results from the RFP	
IIA.3.a	Review RFP's and prepare a report highlighting the strengths and weaknesses for each proposal	
IIA.3.b	Prepare scripts for vendor demonstrations	
IIA.3.c	Coordinate, schedule and manage vendor demonstrations	
IIA.3.d	Prepare recommendations related to vendors.	
IIA.3.e	Procure approved selected hardware and software and any other required resources.	
	PHASE IIA TOTAL COST	
3	Phase III – System Integration	
III.1.a	Preparation of critical path schedule and updates	
III.1.b	Project Management Plan for each new process.	

III.2.a	Manage the creation of customer information system.	
III.3.a	Manage the creation of a billing system and deliver a fully functional billing system.	
III.4.a	Manage the creation of a computerized maintenance management system with graphical user interface and deliver a fully functional computerized maintenance management system with graphical user interface.	
III.5.a	Manage the creation of an inventory control system and deliver a fully functional inventory control system	
III.6.a	Manage the creation of an enterprise asset management system and deliver a fully functional enterprise asset management system.	
III.7.a	Manage the creation of a relational database featuring open architecture and active exchange of data among all software with automatic updates and deliver a fully functional relational database.	
III.8.a	Convert all existing legacy information and/or databases to the new database and deliver new database with converted information.	
III.9.a	Manage integration of all processes and deliver completely integrated system.	
III.9.b	Prepare process flows of all new systems	
III.10.a	Train personnel to use the system	
	PHASE III TOTAL COST	
	TOTAL PROJECT COST	

Signature

Title (Please print)

Firm (Please print)

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and

the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

- (b) *Causes for Suspension.* The causes for suspension include:
- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
 - (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
 - (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - (4) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - (5) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned

and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 2-1 to # 11-2 inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) ____ Bidder/Proposer ____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____ **05RFP44207 K-BL** _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

CONTRACT COMPLIANCE REQUIREMENTS

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

CONTRACT COMPLIANCE REQUIREMENTS

Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); *If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____ 05RFP44207K-BL

Project Name: CUSTOMER INFORMATION, BILLING & WORK MANAGEMENT SYSTEM

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for 05RFP44207K-BL
(ITB/RFP Number)

CUSTOMER INFORMATION, BILLING & WORK MANAGEMENT SYSTEM (Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. 05RFP44207K-BL

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

CONTRACT COMPLIANCE REQUIREMENTS

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

CONTRACT COMPLIANCE REQUIREMENTS

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared
_____, the undersigned known to me to be the person
described in the foregoing Affidavit and acknowledge that he (she) executed the same in
the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: _____

(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits**

Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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INSURANCE AND RISK MANAGEMENT PROVISIONS

UMBRELLA LIABILITY

(In excess of above noted coverage's) Each Occurrence - \$2,000,000

5. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).

6. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____SIGNATURE_____

NAME:_____TITLE:_____DATE:_____

**SECTION
DRAFT AGREEMENT**

[NAME OF CONSULTANT] 05RFP44207K-BL

This AGREEMENT, made and entered into as of the _____ day of _____, 2005 by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and _____ to provide consulting and engineering services in Georgia, hereinafter referred to as "CONSULTANT":

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the DEPARTMENT) desires to retain a qualified and experienced consultant to perform certain services regarding the Customer Information, Billing & Work Management Systems – Review, Evaluation and Future Enhancement RFP (hereinafter, referred to as the "PROJECT").

WHEREAS, CONSULTANT has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and CONSULTANT agree as follows:

ARTICLE 1. **CONSULTANT/OWNER AGREEMENT:** COUNTY hereby engages CONSULTANT, and CONSULTANT hereby agrees to perform the services hereinafter set forth. For purposes of this AGREEMENT, "CONSULTANT" shall also include its agents, its employees, or any non-employee performing any work at CONSULTANT'S request or direction that is connected in any way to the Scope of Services of this AGREEMENT This AGREEMENT, **[RFP #]** (hereinafter, "RFP"), including the exhibits, constitutes the entire AGREEMENT of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No

modifications or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing, signed by the **COUNTY** and the **CONSULTANT'S** duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners pursuant to Fulton County Policy 800-6.

ARTICLE 2. **SEVERABILITY:** If any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the AGREEMENT, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:** COUNTY and CONSULTANT agree the PROJECT is as described in Exhibit I entitled, "**Customer Information System, Billing and Work Management System Review, Evaluation and Future Enhancements S-106**". All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES:** Unless modified in writing by both parties in the manner specified in the agreement, duties of CONSULTANT shall not be construed to exceed those services specifically set forth herein. CONSULTANT agrees to provide all services, products, and data and to perform all tasks described in Section 9, Exhibits I – Scope of Services, Exhibit J – Technical Environment and Functional Requirement. Exhibit K - Milestones and Deliverables."

ARTICLE 5. **DELIVERABLES:** CONSULTANT shall deliver to COUNTY all reports, specifications and work products prepared under the terms of this AGREEMENT that are specified in the scope of work entitled "**Customer Information System, Billing and Work Management System Review, Evaluation and Future Enhancements RFP**" and contained in Exhibit K entitled **Milestones and Deliverables**. CONSULTANT shall furnish Deliverables to COUNTY in a media of form that is acceptable and usable by COUNTY at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY:** CONSULTANT shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the PROJECT. Certain services as described in scope of work entitled "**Customer Information System, Billing and Work Management System Review, Evaluation and Future Enhancements RFP**", if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONSULTANT in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent. COUNTY will appoint, in writing, a COUNTY representative with

respect to work to be performed under this AGREEMENT until COUNTY gives written notice of the appointment of a successor. COUNTY representative shall have complete authority to transmit instructions, receive information, and define COUNTY'S policies. CONSULTANT may rely upon written consents and approvals signed by COUNTY'S representative.

ARTICLE 7. **MODIFICATIONS:** If during the course of performing the work, COUNTY and CONSULTANT agree that it is necessary to make changes in the PROJECT as described herein and referenced exhibits, such changes will be incorporated in written amendments in the form of Change Orders to this AGREEMENT, pursuant to County Policy and Procedure 800-6. Any such Change Order shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

ARTICLE 8. **TIME OF PERFORMANCE:** CONSULTANT shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONSULTANT from COUNTY. The **CONSULTANT** shall begin work under this AGREEMENT no later than five (5) days after the effective date of notification to proceed, with each work assignment completed in a timely fashion as required by the particular work assignment.

ARTICLE 9. **CONTRACT TERM:** The term of the Agreement shall commence upon the date of the Notice to Proceed (hereinafter, "Contract Commencement Date"), and continue until all Work specified in the Scope of Work; Section 9, Exhibit I is complete. Total contract term shall be _____ days. Termination of the contract shall not result in a claim for payment or damages by Consultant, except that the Consultant shall be paid for actual services rendered through the date of termination.

ARTICLE 10. **COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES:** Compensation for work performed by CONSULTANT on PROJECT shall be on the basis of standard billing rates shown the cost proposal to this AGREEMENT, of those principals and employees engaged directly on the work. Standard billing rates shall remain in effect throughout the duration of this AGREEMENT as presented in the cost proposal. Costs for relocation, temporary housing, travel or subsistence of staff assigned to this PROJECT are not direct PROJECT expenses and will not be reimbursed. Direct Project Expenses including printing, toll telephone calls, specialized equipment rental and professional services are reimbursable at actual cost. Total reimbursable Costs and Allowances (15% of Total Labor Costs) which are payable form the Total Reimbursable Costs and Allowances account shall require written approval of the County.

The total maximum amount payable by the COUNTY for the project shall not exceed \$_____ which is full payment for the complete scope of services included in Phases I, II, and III. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

The CONSULTANT may submit to the COUNTY, a monthly invoice, in a form acceptable to the COUNTY and accompanied by all supporting documentation requested by the COUNTY, for payment and for services that were completed during the preceding calendar month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not in the form agreed upon by the parties, if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY, are reasonably in excess of the actual services rendered. The COUNTY shall pay the undisputed portions of an invoice, provided that the approval or payment of any such invoice shall not be considered a waiver of any rights of the COUNTY to recoup or back-charge for such payment upon further evidence that services were not performed per the terms of the AGREEMENT, and such payment shall not be considered to be acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay the undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase and objectives for the next month, an accurate updated schedule, a description of the percentage of total work completed for each phase through the date of the statement, and an updated draw-down of the Task-Discipline Matrix submitted with the CONSULTANT'S cost proposal.

CONSULTANT agrees that the compensation provided within shall be full and final settlement of all claims arising against the COUNTY for work done, materials furnished, cost incurred or otherwise arising out of this AGREEMENT and shall release COUNTY from any and all further claims related to payment for services and materials furnished in connection with this AGREEMENT.

COUNTY and CONSULTANT agree that in the event any AGREEMENT provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said AGREEMENT provision shall control. Notwithstanding the foregoing, the COUNTY shall not be responsible or liable for any late payment interest or penalty.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONSULTANT shall identify in writing a PROJECT MANAGER who shall have sole authority to represent CONSULTANT on all manners pertaining to this contract.

CONSULTANT represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONSULTANT under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Key personnel, including sub-consultants, engaged in performing services for CONSULTANT under this AGREEMENT are indicated in the **TECHNICAL PROPOSALS** entitled, - "Organization and Experience of Proposed Staff". Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subConsultant performing services on this PROJECT by CONSULTANT. No changes or substitutions shall be permitted in CONSULTANT'S key personnel or subConsultant as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or sub-consultants during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

CONSULTANT shall employ those people who are in responsible charge of supervision on the work performed on this PROJECT, duly registered in the State of Georgia in the appropriate area.

ARTICLE 12. **SUSPENSION OF WORK:** COUNTY may order CONSULTANT in writing to suspend, delay or interrupt all or any part of the Scope of Services, as same may be described, for such period of time as the COUNTY may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay resulting from such suspension.

ARTICLE 13. **DISPUTES:** Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by AGREEMENT shall be decided by the COUNTY REPRESENTATIVE. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the COUNTY REPRESENTATIVE shall be final and conclusive unless, within in 30 days from the date of receipt of such copy, CONSULTANT mails or otherwise furnishes to the Director of Public Works a copy of a written appeal. The decision of the Director of Public Works for the determination of such appeal shall be final and conclusive. **Such final decision shall not be pleaded in any suit involving a question of fact under this AGREEMENT, provided that any such decision is not fraudulent, or capricious, or arbitrary, or so grossly erroneous as**

necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of the AGREEMENT and in accordance with the Director of Public Works' decision.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE:** The COUNTY may terminate work in the event the other party fails to perform in accordance with the provisions of this AGREEMENT. Termination of this AGREEMENT is accomplished by 30 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of COUNTY, shall constitute cause for termination. In such event, copies of finished or unfinished documents prepared by CONSULTANT under this AGREEMENT shall be submitted to COUNTY as stated under " Milestones and Deliverables, Section 2 – Exhibit K ". CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by COUNTY, including reasonable costs for the orderly filing, closing, or turn-over of work within the Scope of Services.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONSULTANT. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed to the satisfaction of the COUNTY. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONSULTANT shall also be paid for reasonable costs for the orderly filing, closing, or turn-over of work within the Scope of Services.

ARTICLE 16. **WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this AGREEMENT, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT:** CONSULTANT shall perform the services under this AGREEMENT as an independent Consultant and nothing contained herein shall be constructed to be inconsistent with this relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to

constitute CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. **RESPONSIBILITY OF CONSULTANT:** CONSULTANT is employed to render a professional service only and any payments made to CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT shall follow the practice of the industry profession, including the degree and skill employed in program management/construction management profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT'S failure to comply with standard industry procedures, including standard program management/construction management procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT'S expense. Nothing in this article shall be construed to preclude the County from pursuing any rights or remedy it may otherwise have against COUNSULTANT for the CONSULTANT'S failure to deliver or perform the Scope of Services in a professional manner.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS:** CONSULTANT will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other consultants. CONSULTANT shall fully cooperate with such other related consultants and COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other consultants under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by COUNTY employees.

ARTICLE 20. **ACCURACY OF WORK:** CONSULTANT shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSULTANT of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. CONSULTANT shall prepare any plans, report, field work, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to consultant. CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK:** Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of

COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this AGREEMENT. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

ARTICLE 22. **INDEMNIFICATION:** CONSULTANT agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions or the willful or intentional acts of CONSULTANT in the performance or its failure to perform the terms or requirements of the AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONSULTANT shall not indemnify, defend or hold harmless the COUNTY for the sole acts or omissions of employees, officers, or agents of the COUNTY. To the extent there is a determination that CONSULTANT has acted as an agent of the COUNTY, the CONSULTANT is specifically excluded from the term "agent" mentioned in the previous sentence, such that COUSULTANT will be required to comply with the requirements of this Article. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT. **These indemnities shall not be limited by reason of the listing of any insurance coverage.**

ARTICLE 23. **CONFIDENTIALITY:** CONSULTANT agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written conclusions to the COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by

consultant pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by CONSULTANT without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONSULTANT, but should any such information be released by COUNTY or by CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION: CONSULTANT agrees that Fulton County is the sole owner of all information, data, and materials (hereafter "Information") that are developed or prepared subject to this AGREEMENT. CONSULTANT or any subConsultant is not allowed to use or sell such Information subject to this AGREEMENT for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the DEPARTMENT. All electronic files used on this PROJECT, which are by definition, any custom software developed by CONSULTANT, or commercially available software procured by CONSULTANT, pursuant to this AGREEMENT, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and CONSULTANT shall have no interest of any kind in such electronic files. Any required licenses and fees for the software or other required materials shall be purchased and/or paid for by CONSULTANT and registered in the name of the Director of the DEPARTMENT, if possible. The software as defined hereunder, specifically excludes all software, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. CONSULTANT agrees to provide at no cost to COUNTY any upgrades to any software on this PROJECT which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the PROJECT, except in the case of commercial software licensed to the COUNTY or Director. Any information developed for use on this PROJECT may be released as public domain information by the COUNTY at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants that no person or selling agency has been employed or retained to

solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and that CONSULTANT has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE:** CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

1. **Workman's Compensation Insurance** in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.
2. **General Aggregate** in an amount not less than Two Million Dollars (\$2,000,000)
3. **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.
4. **Professional Liability Insurance** in an amount that equals or exceeds the amount of fees for the AGREEMENT. For purposes of the first year of this AGREEMENT the amount of errors and omissions insurance shall not be less than at least twice the value of the contract. If coverage is issued on a claims-made basis, a policy should be kept in force at least twenty-four (24) months after completion and acceptance of the PROJECT.
5. **Comprehensive Automobile Liability Insurance**, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.
6. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT and the AGREEMENT.

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the PROJECT is accepted by COUNTY.

If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that CONSULTANT should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONSULTANT, COUNTY will notify CONSULTANT thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONSULTANT will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONSULTANT of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT of his liability for any claims which might arise.

ARTICLE 27. **PROHIBITED INTEREST:**

1. Conflict of Interest: CONSULTANT agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

2. Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING:** Except as identified in "Schedule of Intended SubConsultant Utilization," CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. **ASSIGNABILITY:** CONSULTANT shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONSULTANT without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this AGREEMENT without the COUNTY having to provide prior notice to the CONSULTANT for the termination to be effective. Termination shall be effective at the time of the un-consented assignment. CONSULTANT binds itself, its successors, assigns, and legal representatives of

such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE:** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 31. **AUDITS AND INSPECTORS:** At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONSULTANT'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONSULTANT. To the extent COUNTY audits or examines such information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such Information without CONSULTANT'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such information outside the area covered by this AGREEMENT without the prior written consent of CONSULTANT. CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONSULTANT agrees that the provisions of this article shall be included in any AGREEMENTS it may make with any subConsultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM:** CONSULTANT shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT:** No verbal AGREEMENT or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal AGREEMENT or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental AGREEMENT, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Tim Equels, Assistant Director
Fulton County Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Notices to CONSULTANT shall be addressed as follows:

ARTICLE 35. **JURISDICTION:** This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

Whenever reference is made in the AGREEMENT to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, CONSULTANT agrees as follows:

Section 36.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.2 CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.3 CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subConsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE:** Neither COUNTY nor CONSULTANT shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONSULTANT from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT:** The Georgia Open Records Act, O. C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The CONSULTANT acknowledges that any documents or computerized data provided to the COUNTY by the Consultant may be subject to release to the public. The CONSULTANT also acknowledges that documents and computerized data created or held by The CONSULTANT in relation to the AGREEMENT may be subject to release to the public, to include documents turned over to the COUNTY. The CONSULTANT shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The CONSULTANT shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the CONSULTANT. The CONSULTANT shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

WITNESS WHEREOF, each of the parties hereto has caused **AGREEMENT** to be executed and delivered on this, the _____ day of _____, 2005.

Attest:

[NAME OF CONSULTANT]

By:

Title: _____

Title:

Seal (Affix)

Attest:

GEORGIA

FULTON COUNTY,

Mark Massey
Clerk to the Commission, Fulton County
Commissioners Board of Commissioners

By: _____

Karen Handel
Chairman, Board of

APPROVED AS TO FORM:
CONTENT:

APPROVED AS TO

By: _____
Office of County Attorney

By: _____
Director or Assistant Director,
Public Works

SAMPLE FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, SubConsultants, mechanic, and laborers employed by _____ or any of his SubConsultants in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named PROJECT might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____, _____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires:

SECTION 9

CONTRACT DOCUMENT SPECIFICATIONS

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CONTRACT DOCUMENT SPECIFICATIONS

SECTION 01

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01310	Scheduling of the Work
01 720	Project Record Documents

APPENDICES

A	Fulton County Public Works Organization Chart
B	Fulton County Dep't.of Finance Organization Chart

SECTION NO. 01025 APPLICATIONS FOR PAYMENT

1. 01 SUBMITTAL OF APPLICATION FOR PAYMENT

- A. The County will make payments to the Consultant on the basis of a duly certified and approved estimate of the Work completed through the 25th day of each calendar month, as reviewed by the Program Manager, provided the estimate was submitted in accordance with the following requirements:
- B. The Applications for Payment shall be itemized as directed by the Program Manager. Applications for Payment are to serve as certification by the Consultant as to the status of the Work. All monthly payments invoiced by the Consultant to the County shall be based on Completion of the work in accordance with the cost-loaded Implementation Schedule.
- C. On or prior to the 20th day of each month, the Consultant will prepare a preliminary, itemized Application for Payment for work completed or projected to complete through the 25th of the current month, as well as additional information required herein or as Program Manager may require to verify and approve the amount of payment applied for. The Consultant may be requested to review the Application for Payment with the Program Manager in order to verify the work completed.
- D. After the Program Manager has advised the Consultant of the acceptability of the Application for Payment, and on or before the 25th day of each month, the Consultant shall submit to the Program Manager an itemized, notarized Application for Payment. The Consultant shall also submit items in paragraph (I) and if requested, additional documentation, including, but not limited to, all sworn statements, waivers and releases of liens and claims, including those required of sub-consultants of any tier as may be requested by the Program Manager, reflecting all previous Applications for Payment, payment for labor and material and other documentation and requirements related to Work performed as provided elsewhere in the Contract Documents or as required by the Program Manager.
- E. Late applications will not be accepted for any reason whatsoever. If the Consultant is late with its pay application, it will not be processed until the next pay cycle.
- F. The Consultant shall submit the Application for Payment in four (4) paper hardcopies and one electronic copy on CD-ROM. An electronic version of the standard forms will be provided to the Consultant at or

before the Kickoff Meeting. Each copy shall display an original signature by a duly authorized agent of the Consultant. The application shall be generated by the use of Microsoft Excel or other applications package acceptable to the Program Manager, and provided that the forms generated are in the format acceptable to the Program Manager. All four copies shall be individually notarized.

- G. Nothing in this section is meant to be in conflict with the Contract. Any inconsistencies between this section and the contract, the contract shall prevail.
- H. For a payment submittal to be accepted by the Program Manager all the conditions as defined in the contract must be met by the Consultant. Failure to meet these requirements constitutes non-submittal of the payment request.
- I. With each payment submittal the Consultant must include:
 - 1. a reasonably detailed description of all Work actually completed during the period of the payment submittal
 - 2. an up-to-date and annotated Implementation Schedule which shall reflect the status of the Consultant's Implementation Schedule since the date of the last payment submittal
 - 3. an up-to-date and annotated Schedule of Values indicating the percentage of Work completed by activity and milestone for the project.
 - 4. revisions to the critical path schedule which shall reflect changes in the critical path schedule since the date of the last payment submittal.
 - 5. notice of any liens or encumbrances which have been filed, together with evidence that the Consultant has bonded or discharged such liens or encumbrances
 - 6. a complete and filled-out Exhibit G, Technical Proposal Form 8
 - 7. any other documents or information relating to the Work or this Contract requested by the Program Manager as may be required by Applicable Law or this Contract
- J. Schedule Of Values Utilization
 - 1. Applications for Payment: The Schedule of Values, that is acceptable to the County, shall be the basis for the Consultant's applications for payment.
 - 2. Changes to the Schedule of Values: The County shall have the right to require the Consultant to alter the value or add/delete categories listed on the Schedule of Values at any time for the

following reasons:

- a) The Schedule of Values appears to be incorrect or unbalanced.
 - b) Change Orders are issued to the Consultant and require incorporation into the Schedule of Values.
- K. At no time during the contract will the Consultant be allowed to bill for an amount which is in excess of the amount of its contract (total bid amount), including all signed and executed change orders.

1.02 PROGRESS PAYMENTS

- A. If the Consultant has made Application for Payment as detailed herein, the Program Manager will confirm the amounts to be paid to the Consultant, certify each copy by original signature, retain one signed copy for its project files, and transmit the remaining copies as Certification for Payment to the County.
- B. The Consultant may expect payment from the County within forty-five (45) days of the Certification by the Program Manager of the Consultant's submittal of an Application for Payment per Paragraph 1.01 of this Section. Any follow-up inquiries on the status of payments shall be through the Program Manager. The Consultant is not permitted to contact the County directly with any payment inquiries.
- A. No approval of any application for progress payment, or any progress payment, or any partial or entire use of occupancy of the Work or the Project by the County, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- B. Progress Payments will be delivered to the Consultant via U.S. Mail only.

1.03 FINAL PAYMENT/CLOSE-OUT OF PROJECT

Following acceptance and the project milestone "**Complete**" has been achieved the project must be closed-out for the Consultant to receive the Final Payment. The Consultant shall provide as part of the project submittals the following documents:

- 1. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid otherwise satisfied; each subConsultant must also provide an affidavit.
- 2. The surety's and guarantor's consent to final payment
- 3. Consultant Statement of Completion of all Work
- 4. A Final Exhibit G – Prime Consultant and Sub-Consultant Utilization Report (TPP8)

5. Notification of Warranty Period for all major pieces of equipment
6. Transmittals signed by Program Manager for all deliverables
7. A final invoice for the Work

END OF SECTION 01025

SECTION NO.01200 PROJECT MEETINGS

1.01 DESCRIPTION

- A. The Program Manager will schedule and administer the project Kick-off meeting.
- B. The Program Manager shall schedule and administer periodic progress meetings and specially called progress meetings throughout the progress of the work. The Program Manager shall prepare agenda for these meetings, distribute written notice of each meeting seven days in advance of the meeting date, and make physical arrangements for the meetings. The Program Manager shall preside at the progress meetings, record the minutes, including all significant proceedings and decisions. The Program Manager shall reproduce and distribute copies of minutes within three days after each meeting to all participants in the meeting and to all parties affected by decisions made at the meeting.
- C. Representatives of consultants, sub-consultants and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. The Program Manager shall attend progress meetings to ascertain that work is expedited consistent with the Contract Documents and the project schedule.
- E. Related Requirements:
 - 1. Section 01310: Construction Schedules

1.02 KICKOFF MEETING

- A. The Program Manager will schedule the meeting within 30 days after Notice of Award of Contract.
- B. The location of the meeting will be designated by the Program Manager.
- C. The following parties shall attend the meeting:
 - 1. County's Representative.
 - 2. Program Manager.
 - 3. Consultant's Project Manager.
 - 4. Major Sub-consultants.
 - 5. Others as Appropriate.
- D. Suggested Agenda:
 - 1. Distribution and discussion of:
 - A. List of major sub-consultants.

- B. Projected Implementation Schedules.
- 2. Critical work sequencing.
- 3. Major equipment deliveries and priorities.
- 4. Project Coordination.
 - A. Designation of responsible personnel.
- 5. Procedures and processing of:
 - A. Proposal requests.
 - B. Submittals.
 - C. Change Orders.
 - D. Applications for Payment.
- 6. Adequacy of distribution of Contract Documents.
- 7. Procedures for maintaining Record Documents.
- 8. Use of premises:
 - A. Office work and storage areas.
 - B. County's requirements.

PROGRESS MEETINGS

- A. The Consultant shall schedule regular periodic meetings and shall hold called meetings as required by progress of the work.
- B. The meetings shall be held at the Fulton County Government Center.
- C. The following parties shall attend the meetings:
 - 1. Program Manager.
 - 2. Sub-consultants as appropriate to the agenda.
 - 3. Others as required.
- D. Suggested Agenda:
- E. Review and approval of minutes of previous meeting.
 - 1 Review of work progress since previous meeting.
 - 2 Problems, and/or conflicts.
 - 3 Problems which impede Implementation Schedules.
 - 4 Corrective measures and procedures to regain projected schedule.
 - 5 Revisions to Implementation Schedules.
 - 6 Plan progress, schedule, during succeeding work period.
 - 7 Coordination of schedules.
 - 8 Review submittal schedules; expedite as required.
 - 9 Maintenance of quality standards.
 - 10 Review proposed changes for:
 - i. Effect on Implementation Schedule and on completion date.
 - ii. Effect on other components of the Project.

11 Other business.

END OF SECTION NO. 01200

SECTION NO.01310

SCHEDULING OF THE WORK

1.0 INTRODUCTION

This Section describes the Implementation Scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements are:

1. To insure adequate planning and execution of the work by the Consultant
2. To assist the County and Program Manager in evaluating the progress of the work;
3. To provide for optimum coordination by the Consultant of its sub-consultants and of its Work with the work or services provided by the County or any separate contractors; and
4. To permit the timely prediction or detection of events or occurrences; which may affect the timely prosecution of the Work.
5. To provide for a basis of progress of work for invoicing and payment to Consultant.

Contract Term

The Contract Term shall be determined upon approval of the detailed implementation schedule. This term is the maximum time that the Contract is in effect and constitutes the maximum period of time during which the Work can be accomplished and completed without change order.

2.0 GENERAL SCHEDULING REQUIREMENTS

- A. The work of this contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The Consultant shall use one of the following software programs to develop its detailed Implementation Schedule:
 1. Microsoft Project, latest version
 2. SureTrak Project Manager, latest version
 3. Primavera Project Planner
- B. The detailed Implementation Schedule shall represent the Consultant's commitment and intended plan for completion of the Work in compliance with the Contract completion date and interim milestone dates specified. The detailed Implementation Schedule shall take into account all foreseeable activities to be accomplished by any separate Consultants or the County, the County's operations, and others. The detailed Implementation Schedule shall anticipate all necessary

manpower and resources to complete the Work within the dates set forth.

- C. Once approved by the Program Manager, the detailed Implementation Schedule will become the Baseline Schedule and Schedule of Record for coordinating the Work, scheduling the Work, monitoring the Work, reviewing the progress payment requests, evaluating time extension requests, and all other objectives listed above.
- D. The Consultant is responsible for determining the sequence of activities, the time estimates of the detailed activities and the means, methods, techniques and procedures to be employed. The detailed Implementation Schedule shall represent the Consultant's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The Consultant shall ensure that Detailed Implementation Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- E. When there are separate consultants working concurrently whose work must interface or be coordinated with the Work of the Consultant the Consultant shall coordinate its activities with the activities of the separate consultants, and the Detailed Implementation Schedule shall take into account and reflect such work by others.
- F. The Consultant shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by it so that the progress of work shall be maintained according to the currently approved Implementation Schedule for the Work. The Consultant shall notify the Program Manager in writing, and in a timely and reasonable manner, whenever the Consultant determines or anticipates that the delivery date of any material or equipment to be furnished by the Consultant will be later than the delivery date indicated by the currently approved Implementation Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

3.0 DETAILED IMPLEMENTATION SCHEDULE

- A. Initial Schedule was submitted with the successful Consultant's proposal in response to the RFP. Within 14 days after the Notice to Proceed, the Consultant shall submit a detailed Implementation Schedule according to the requirements. The Program Manager will review the Implementation Schedule and will return the reviewed copy within the time-period specified for submittals. If required, the Consultant shall resubmit schedule to the Program Manager making any required revisions within ten (10) days following the return date,

and then again similarly for all such partial approvals and the final approval.

- B. The detailed Implementation Schedule shall consist of a time-scaled, detailed network graphic representation of all activities that are part of the Consultant's implementation plan and an accompanying listing of activity's dependencies and interrelationships. The detailed Implementation Schedule submission shall include, but not be limited to, the following information:
1. Project name
 2. The Work shall be divided into logical and identifiable subdivisions called activities. All activities will be assigned to a Milestone. The total cost of the all the work represented by all the Milestones shall equal the Total Bid Amount (Cost Proposal) . Work shall be further subdivided into Activities as defined below.
 3. Activities for all aspects of the work, with durations not exceeding fourteen (14) calendar days for all activities for which the Consultant will perform actual implementation work. Related activities, each of duration of five (5) calendar days or less, may be shown as one activity together, if not on the critical path of timely job completion.
 4. The Implementation schedule shall indicate the Critical Path for the work.
 5. All start dates, milestones, float and completion dates
 6. A tabular report listing all predecessor and successor activities for each activity
 7. A legible time scaled network diagram
 8. A listing of the project calendar, indicating the anticipated days of work performance
 9. A CD-ROM in a form and format acceptable to the Program Manager, of the detailed Implementation Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule; or a legible spreadsheet report with activity number, description, duration and successor activities.
- C. All Milestones and Activities are to appear on the detailed Implementation Schedule shall include, but not be limited to, preliminary implementation activities, kickoff meetings, bi-weekly progress meetings, equipment delivery and installation, coordination requirements, dates of Substantial and Final Completion, systems testing and instruction, and special County decision points that impact the Work.

- D. Schedule Reports: Schedule submissions will contain the following minimum information for each activity:
1. Activity number, description and estimated duration
 2. Anticipated start and finish dates
 3. Responsibility for activity
 4. The cost loading values for each activity.
- E. The Consultant shall submit, as a part of the data submitted to the Program Manager, a narrative report indicating the anticipated allocation by the Consultant of the following resources and work shifts for each activity which he proposes to be utilized on the Project:
1. Labor resources;
- F The Program Manager shall have the right to require the Contractor to modify any portion of the Consultant's Detailed Implementation Schedule, or Recovery Schedule, including cost loading with the Contractor bearing the expense thereof, which the Program Manager reasonably determines to be:
1. Impractical;
 2. Based upon erroneous calculations or estimates;
 3. Unreasonable;
 4. Not in compliance with other provisions of the Contract Documents;
 5. Required in order to ensure proper coordination by the Consultant of the Work of its sub-contractors and with the work or services being provided by any separate contractor;
 6. Necessary to avoid undue interference with the County's operations;
 7. Necessary to ensure completion of the Work by the milestone and completion dates set forth in the Contract Documents;
 8. Required in order for the Consultant to comply with these requirements or any other requirements of the Contract Documents; or

9. Not in accordance with the Consultant's actual operations.

4.0 BASELINE SCHEDULE

- A. Upon final approval, the detailed Implementation Schedule shall be used as a Baseline Schedule. The Baseline Schedule will be change only under the following circumstances after review and approval of the Program Manager.
 - 1. An approved Change Order to the Work, which constitutes an adjustment to the original scope of work and requires additional time to complete. The baseline schedule will be change to reflect the additional time of the change order.
 - 2. Unavoidable delays, not the fault of the Consultant, contained in a time-only approved Change Order. The baseline schedule will have the additional time added to the schedule.
 - 3. A Change Order approved by the County that has an additional time extension.
 - 4. A request by the Consultant for a revision to the Detailed Implementation Schedule that does not extend the Acceptance Date beyond the term of the Contract.
- B. It should be noted that delays attributed to the Consultant or failure of the Consultant to make major milestones that require a subsequent recovery schedule does not change the baseline (original) schedule. Recovery schedules, when required, will be used until the project regains the baseline schedule or until the Work is complete, the term of the contract reached or the contract terminated. The baseline schedule remains the baseline unless changed by an approved change order or is revised and equals the term of the contract.

5.0 SCHEDULE OF VALUES

- A. As part of the submission of the detailed Implementation Schedule, the Consultant shall submit a breakdown of the expected value of each of the schedule activities for which payment will be requested. Activities shall roll-up into Milestones. . The total cost of all Milestones will be equal to the Total Bid Amount (Cost Proposal). The cost breakdown of the detailed Implementation Schedule shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment.
- B. Draw Down Schedule: Upon acceptance, by the County of the Schedule of Values, the Consultant shall prepare and submit to the County a schedule of draw down payments, referred to as Draw Down Schedule, totaling the Total Amount of Bid. This Draw Down Schedule will be used by the County to anticipate the cash flow needed to meet its financial obligations under the Design/Build Contract. Any change

in the Schedule of Values, as specified below, will require that the Draw Down Schedule be revised and resubmitted.

6.0 UPDATING OF IMPLEMENTATION SCHEDULE—PROGRESS REPORTS

- A. The Consultant shall submit for the monthly progress report and for all payment requests an update of the Implementation Schedule. The Program Manager will review the Implementation Schedule contained in Monthly Progress Report or payment request to determine the Consultant's actual progress. Prepared by the Consultant, said schedule updates shall set forth current and accurate progress data and shall be based upon the Consultant's best judgment. Said schedule updates shall be prepared by the Consultant in consultation with all principal sub-contractors.
- B. The updated Schedule shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, and the remaining duration and/or estimated completion dates for activities currently in progress.
- C. The Program Manager will produce a computerized update worksheet for the Contractor to complete as a part of this process.
- D. At the bi-weekly progress meeting, a total review of the Project will take place including but not limited to, the following:
 - 1. Current update of the Detailed Implementation Schedule
 - 2. Anticipated detailed activities for the subsequent report period
 - 3. Critical items pending
 - 4. Consultant's requested changes to the detailed Implementation Schedule. These changes shall be accompanied by a change order to the scope of work and term or a change order to the term only.
- E. The Consultant shall submit a narrative with the progress report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
 - 1. A narrative describing actual work accomplished during the reporting period
 - 2. Anticipated changes or additions to Consultant's supervisory personnel.
- F. As part of the updating process, the Program Manager will calculate, based upon progress data provided by the Consultant and agreed to by the

Program Manager, the value of Work completed based on the sum of the cost loading amounts for all activities, less the amount previously paid. Summation of all values of each activity shall be the maximum amount payable to the Consultant, provided that the Consultant has complied with all requirements of the Contract Documents.

7.0 RECOVERY SCHEDULE

- A. Should the updated detailed Implementation Schedule, at any time during the Consultant's performance, show, in the sole opinion of the Program Manager, that the Consultant is fourteen (14) or more days behind schedule for any milestone or completion date for any location or category of work, the Consultant, at the request of the Program Manager, shall prepare a Recovery Schedule within 5 days, at no additional cost to the County (unless the County is solely responsible for the event or occurrence which has caused the schedule slippage), explaining and displaying how the Consultant intends to reschedule its Work in order to regain compliance with the detailed Implementation Schedule.
- B. The Consultant in preparing a recovery schedule shall prepare and submit to the Program Manager a Recovery Schedule, incorporating the best available information from sub-contractors and others that will permit a return to the Detailed Construction (baseline) Schedule at the earliest possible time. The Consultant shall prepare a Recovery Schedule to the same level of detail as the detailed Implementation Schedule. The Recovery Schedule shall be prepared in coordination with other separate consultants on the Project.
- C. Within two (2) days after submission of the Recovery Schedule to the Program Manager, the Consultant and any of the necessary sub-contractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Program Manager to review and evaluate the Recovery Schedule. Each of the participants will give a written commitment to comply with the Recovery Schedule. Within two (2) days of the conference, the Consultant shall submit the revisions necessitated by the review for the Program Manager's review and approval. The Consultant shall use the approved Recovery Schedule as its plan for returning to the detailed Implementation Schedule.
- D. The Consultant shall confer continuously with the Program Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Program Manager will direct the Consultant as follows:

1. If the Program Manager determines the Consultant continues behind schedule, the Program Manager will direct the Consultant to prepare a Schedule Revision. If the submitted Schedule Revisions will exceed the term of the Contract then the Consultant must also submit and change order request. This change order request will be for the amount of time the project has been delayed. All conditions affecting the requested change order must be included in the Change Order request.
2. If the Program Manager determines the Consultant has successfully complied with provisions of the Recovery Schedule, the Program Manager will direct the Consultant to return to the use of the approved detailed Implementation Schedule.

SCHEDULE REVISIONS

- A. If the Consultant cannot recover the detailed Implementation Schedule via the Recovery Schedule then the Consultant must prepare a Schedule Revision and if this revision extends the detailed Implementation Schedule beyond the term of the Contract, a request for a Change Order must be submitted. If the Schedule does not exceed the term of the contract the Program Manager can approve the revision that now becomes the new Detailed Implementation Schedule and Baseline. If the Term of the Contract is exceeded then a Change Order request must be submitted and the schedule revision with reasons for the delay. If the delay is the fault of the Consultant then only the detailed Implementation Schedule is revised with the Baseline remaining unchanged. If the delay is County's fault or request or an uncontrollable circumstance then the detailed Implementation Schedule and baseline will be revised following approval of the Change Order. Change Orders within Fulton County can take several months. The requests for a Change Order must be well thought out and analyzed to insure that all delays are requested and documented.
- B. Requests for revision will be accompanied by evidence acceptable to the Program Manager that the Consultant's suppliers, and sub-contractor are in agreement with the proposed revisions. If accepted by the Program Manager and County, the revisions shall be binding upon the Consultant on the Project.

9.0 FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as

calculated as part of the currently approved Implementation Schedule. Float or slack time shown on the currently approved Implementation Schedule is not for exclusive use or benefit of either the County or the Consultant and is available for use by either of them according to whichever first needs the benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work which may arise during performance. The Consultant specifically agrees that the County or Program Manager in conjunction with their review activities or to resolve Project problems may use float time. The Consultant agrees that there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, delay, impact, acceleration, or change order which only results in the loss of available float on the currently approved Implementation Schedule.

- B Float time shown on any Implementation Schedule shall not be used arbitrarily by the Consultant in a manner, which, in the opinion of the Program Manager, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the County

END OF SECTION 01 310

SECTION NO.01720 PROJECT RECORD DOCUMENTS

1.01 GENERAL

- A. The Consultant shall maintain at the site for the County one record copy of:
 - 1. Specifications.
 - 2. Addenda.
 - 3. Change orders and other modifications to the Contract.
 - 4. Program Manager orders or written instructions.
 - 5. Test records.
- B. Related Requirements:
 - 1. Section 01200: Project Meetings

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. The Consultant shall store record documents and samples in the office apart from documents used for implementation.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. Documents and samples shall be filed in accordance with Data Filing Format of the Uniform Construction Index.
- C. Documents shall be maintained in a clean, dry, legible condition and in good order. Record documents shall not be used for construction purposes.
- D. Documents and samples shall be available at all times for inspection by the Program Manager.

1.03 MARKING DEVICES

- A. The Consultant shall provide felt tip marking pens for recording information in the color code designated by the Program Manager.

1.04 RECORDING

- A. Each document shall be labeled "PROJECT RECORD" in large printed letters.
- B. Record information shall be kept current with implementation progress.

1.05 SUBMITTAL

- A. Each submittal shall be accompanied by a transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.

3. Consultant's name and address.
4. Title and number of each Record Document.
5. Signature of the Consultant or his authorized representative.

SECTION 10

EXHIBITS

EXHIBIT I – SCOPE OF SERVICES

In an effort to improve the level of service provided to the citizens of Fulton County and increase the operational efficiency while minimizing costs, the County has the need to review and revise the Water & Sewer's customer information system (CIS), billing system (BS) and work management system (WMS) currently in use. The CIS, BS and WMS may hereinafter be identified as "the Systems". Involved in this process will be the Public Works Department, the Finance Department, IT Department, Purchasing Department and Department of Environment and Community Development. Fulton County provides water service to approximately 70,000 customers all located north of the Chattahoochee River in north Fulton and provides wastewater collection for approximately 100,000 customers of which 80,000 are in North Fulton and 15,000 are in South Fulton. The goals are to procure and implement an automated work order system, with a computerized maintenance management system/enterprise asset management system and to procure and implement a customer billing and informational system. The upgraded business processes and software technology will provide Fulton County the capability to automatically generate work orders, track maintenance and inventory, maintain compliance with regulatory mandates, improve customer service, reduce costs, improve productivity and provide future flexibility while preserving the current processes and technology required by Fulton County. The implementation of the Systems will be accomplished in three phases. The consultant selected through this RFP shall be responsible for providing the user Departments consultative/technical support resulting in the successful integration and implementation of the three phases in their entirety. Fulton County will provide office space and internet access to key personnel. All required hardware and required software used for the work described in this proposal shall be provided by the consultant.

Phase I shall require a baseline study that includes interviewing affected Fulton County personnel; reviewing the current customer information systems, work order systems, billing systems, GIS, asset management, inventory control, maintenance management, and the supporting software and hardware components; and developing a diagram of the related processes. Fulton County will assist in identifying these areas, personnel, procedures and systems. The selected consultant, with input from Fulton County, will assist in identifying current procedures and processes that are affected by the Systems. The consultant will review the procedures and processes, then diagram the process flows in order to document the current business processes, relationships and affected procedures. Phase I will also require a comprehensive, detailed report of industry standards and best practices as they relate to the utility industry in general and specifically to water distribution, wastewater collection, customer billing, utility construction, and storm water (drainage) maintenance. Additionally, a desired business plan, including a cost and

benefit analysis, an impact assessment for proposed improvements, and a project plan with formal recommendations, shall be developed and required in Phase I.

Phase IIA shall require the consultant to develop an RFP, including detailed requirements, definitions and comprehensive specifications, to procure the hardware and software necessary to implement the project plan from Phase I. The specifications shall ensure that the hardware and software that is procured shall meet all technical requirements. Qualified vendors shall be identified by the consultant in conjunction with the County's IT and Purchasing Departments for inclusion in the procurement process. The consultant shall arrange for selected, short listed vendors to demonstrate their products prior to procurement. The consultant shall prepare scenarios based on input from the County. Vendors will be presented with the scenarios and will demonstrate how well their software and/or hardware is able to resolve the difficulties inherent in these scenarios.

The RFP will be released for advertising by the County (Phase IIB). The consultant shall provide additional support during the procurement process.

The procurement process shall include vendor demonstrations of appropriate hardware and software. The consultant, in conjunction with the County's IT Department, shall be responsible for preparing the script that will be presented to each vendor, arranging the demonstrations and assisting the County with the demonstrations. The consultant shall assist the County with the evaluation of vendor proposals and prepare recommendations.

Phase III shall require the consultant to provide a complete project management team during the integration and implementation of new hardware and software. In conjunction with the County's IT Department, the consultant's team shall be responsible for the oversight, coordination, and direction of all activities during phase III. Project plans will be prepared for each process to guide the actual implementation of the improvements. This includes, but is not limited to, installation of hardware and software, creation of a CMMS, creation of databases, creation of a work order scheduling system, creation of a billing system, creation of an asset management system, transfer and migration of existing data, integration of all various systems, training, operation of new and existing systems in parallel until all testing of new systems is complete and Fulton County agrees that new systems are complete and operational.

The consultant shall maintain and update the critical path schedule during all 3 phases on a bi-weekly basis or more often, as changes occur. The consultant will develop and maintain a database of all existing systems and document how these are impacted.

EXHIBIT J TECHNICAL ENVIRONMENT AND FUNCTIONAL REQUIREMENTS

1. Technical Environment

The County's Information Technology standards comply with prevailing industry standards. Vendor must coordinate ALL hardware and software specifications through the Fulton County I.T. Department and Department of Public Works Information Systems Manager. The following are technology preferences:

- Fully Windows XP Compliant
- Integrate with MS Office Tools
- Microsoft Windows Graphical User Interface (GUI) Standards
- Ethernet-based networks
- Oracle or SQL Server relational database management system (RDBMS)
- Applications that use a web browser/web based technology
- TCP/IP for communication with other County applications
- Enterprise client-server technology over LAN/WAN application accessibility
- ESRI GIS, ArcGIS current version, ArcIMS current version, ArcPad current version, ArcSDE current version
- Autodesk, AutoCAD current version, Civil Design current version, Mapguide current version
- Trimble GPS Units
- Use of handheld mobile devices

2. Functional Requirements

The following products and services are sought:

1. Consulting Services for planning, configuration, integration, setup, installation, troubleshooting
2. Training
3. Reports and reporting
4. Integration Support Services

The system we seek is a scalable system and has the capacity to (at the very minimum):

Issue and track work assignments or service requests and create a maintenance history

Track predictive and scheduled (preventive) maintenance

Produce reports that identify problem areas, conditions of assets, maintenance costs, etc.

Track unscheduled (response) maintenance/repair

Track Labor, Equipment and Materials through Activity Based Costing

Track inspection history on all infrastructure

Record and track WO history

Track costs for budget purposes and capital improvement (Projects) projections

Display water ,wastewater, and drainage system assets and work orders in an integrated, real-time GIS environment allowing any of the aforementioned analysis to take place spatially

Accessible via Internet/Intranet

Download/upload Meter Reading information to/from various types of Meter Reading Devices

Default field values for data entry with override capacity

Manual or automatic payment application

Miscellaneous Debit/Credit entry

Support records for multiple entities

Option of minimum billing

Graduated rates for consumption-based utilities

Bills conservation rate schedules

Rate changes which are date-effective

User-definable surcharges (i.e. – late fees)

Option to assign Rates by Customer or location, allowing for overriding of standard rates.

Allows for billing of multiple rates/multiple meters at a location

Installment payments option for those customers deemed qualified

Lock-Box, cash drawer, bank draft, or electronic payment entry options

Receipt printing capability

Ability to post a payment to multiple accounts from a single entry

Option to automatically apply unapplied payments

Returned check automatic processing capability

Write-off/charge-back capability

Remove a meter from a location/return to inventory

Assign a new meter to an existing service

Add/update/relocate/delete customers

Add a new service to a location

Disconnect a service

Final bill capabilities

Edit meter readings (if needed)

Add/update/delete locations

Supports consolidated statements for multiple locations, including all services/fees associated.

Support budget billing and installment billing

Support cancel/re-bills

Supports staggered billing cycles

Process late charges, past-due notices and disconnects

Automatically post A/R to G/L

User-customizable report output options: sort information by multiple fields as chosen by user, minimize information selection based on multiple field criteria, multi-level totaling as defined by user

System supports the following output options, screen display, HTML format, print to file, printer.

Include standard reports for the following: billing registers, exception reports, accounts receivable, transaction management, work order, miscellaneous historical.

Ability to calculate adjustments.

Provide capability of expansion to included separate billing for stormwater fees.

EXHIBIT K – MILESTONES AND DELIVERABLES

Milestones will be used to measure progress throughout the project. The County will not authorize work to begin on a subsequent phase until milestones are complete and deemed acceptable by County. Pay requests will be made only after deliverables associated with each milestone have been accepted.

A. Phase I Milestones & Deliverables

1. Develop a project management plan.
 - a. Project management plan
 - b. Critical path schedule and bi-weekly updates
2. Develop a baseline study of each business unit detailing the current processes in use and their interconnectivity.
 - a. Evaluate current process flows and prepare report
 - b. Evaluate current software and hardware in use and prepare report
 - c. Diagram business relationships and process flows
3. Develop an executive summary/gap analysis report with recommendations for each business unit to include but not limited to:
 - a. a detailed report of industry standards and best practices as they relate to the utility industry in general and specifically to water and sewer utilities.
 - b. a cost estimate and benefit analysis for various recommendations.
 - c. an organizational impact assessment with detailed process flows for proposed recommendations.
 - d. a report with specific recommendations related to process improvements, software, hardware and a preliminary implementation schedule.
4. Based on the results of the Gap Analysis Report, prepare and present a training session focused on Enterprise Asset concepts

B. Phase II Milestones & Deliverables

1. Develop an RFP to include detailed specifications, requirements, definitions and critical path schedule for procurement of all hardware, software, and other resources required for the desired business plan.

2. In conjunction with the County Purchasing Department and IT office, the vendor shall assist in distribution of the RFP for competitive bidding to qualified vendors
 - a. Prepare vendor pre-qualification checklist.
 - b. Prepare a proposed vendor list of potential vendors for hardware and software for inclusion in the procurement process.
 - c. Prepare a compilation of responses and results from the RFP.
 - d. Assist County with evaluation of RFP results and recommendations.
 - e. Review and compile a report of the strengths and weakness for each proposal.
 - f. Prepare scripts for vendor demonstrations.
 - g. Coordinate, schedule and manage vendor demonstrations.
 - h. Prepare recommendations related to vendor(s).
 - i. Procure approved selected hardware and software and any other required resources.

C. Phase III Milestones & Deliverables

1. Facilitate implementation and integration of selected software and hardware.
 - a. Critical path schedule (bi-weekly updates required)
 - b. Project management plan including Data Security Plans, System Testing Plans, and System Cut-over Plans for each new process including CIS, billing system, CMMS, work order scheduling system, enterprise asset management system, inventory control system, relational database, conversion of information from old systems to new, integration of systems and training.
2. Coordinate and assist the department in the implementation of the CIS module and/or system into the department's operational work flow.
 - a. Fully functional CIS.
3. Coordinate and assist the department in the implementation of the billing system module and/or system into the department's operational work flow.
 - a. Fully functional billing system.

4. Coordinate and assist the department in the implementation of the CMMS module and/or system into the department's operational work flow.
 - a. Fully functional CMMS
5. Coordinate and assist the department in the implementation of the inventory control module and/or system into the department's operational work flow.
 - a. Fully functional inventory control system.
6. Coordinate and assist the department in the implementation of the enterprise asset management module and/or system into the department's operational work flow.
 - a. Fully functional enterprise asset management system
7. Coordinate the creation of a relational database.
 - a. Fully functional relational database
8. In conjunction with the application, vendor will provide and execute required scripts to convert historical data as specified by user departments.
 - a. New database with all information converted.
 - b. Population of database from existing and new sources.
 - c. Database documentation including entity-relationship diagrams, complete documentation for scripts or stored procedures and data directories where appropriate.
9. Integrate all processes
 - a. Fully functional processes that are completely integrated. If different application vendors are required to fulfill the system requirements, the consultant shall insure that the vendor(s) application provides a fully functional interface that can be integrated with other selected vendor(s).
 - b. Detailed documentation of all processes including information flows for each of the systems.
 - c. Detailed system maintenance documentation.
10. Train personnel
 - a. Certification of training completion. Along with key functional departmental staff, the consultant will attend application user classes and shall be responsible for the training of all functional departmental staff.

C. CURRENT SYSTEMS

1. CIS
Customer information system is largely handled through CUBIS. Vendor must work with FC Finance and I.T. Department to access mainframe system.
2. MMS
Current Maintenance Management System is primarily paper-based with limited use of Ourtown 2000 for Service Request Tracking and H₂O Benchmark for water distribution system maintenance.
3. Utility Billing
Utility billing is largely handled through CUBIS. Vendor must work with FC Finance and I.T. Department to access mainframe system.

Fulton County currently uses the Microsoft operating system Windows XP. All servers are MS Server 2000 or 2003. Databases are SQL Server and Oracle (additional database licenses may be needed for this project). Fulton County does not currently utilize any integration tools that would facilitate sharing of data across systems, but this is expected to be a feature of the new CIS and work management system. Fulton County has a number of software systems, most of which will require that the existing data be migrated to the new system. These include, but may not be limited to, H2O Benchmark, Ourtown 2000, XC2, Cubis, SCADA, CIS, Arcview, and Arcinfo.

FULTON COUNTY NETWORK ENVIRONMENT:

Fulton County operates a wide area network (WAN) in the Government Center and Judicial Center Complex. County personnel (clients) participating in the Integrated Permit Tracking and Code Enforcement System have access to this network via the local area network (LAN). The clients workstations use Windows 98/XP/2000 for it operating systems. The Local Area Network (LAN) has an infrastructure to support key county resources and mission-critical applications (e.g. payroll, human resource system, financial processing, office automation, public safety case management, etc.). The Network backbone uses a number of Cisco Switches, Cisco Routers, and IBM MAU passive hubs to connect to the Local Area Networks with bandwidth that range from 10Mbps to 1000Gbps as well as Token Ring 16Mbps MAU. The Network Backbone supports Microsoft NT/2000 Servers, Sun Servers, and OS/390 –GS mainframe server, and HDS Servers, RS/6000, four IBM AS/400s, and over 4000 desktop workstations. The backbone transport traffic for performing printing and file sharing services with the primary protocols being TCP/IP and SNA.

The Wide Area Network (WAN) consists of four different segments together there are more than fifty remote sites. One segment provides communication from the Police Department Major Case Division, the Public Defender and a Public building remote site to the Government Center – downtown Atlanta. These segments employ a T1 frame relay circuit and uses TCP/IP. The second segment provides connectivity from the Fire Administration Department to the Government Center – downtown Atlanta via a Point-to-Point ISDN 128Kb and DSL lines running TCP/IP protocol. The third segment links the Fulton County Jail to the Government Center - downtown Atlanta via Single Mode Fiber using TCP/IP protocol. And the fourth segment links the North and South Service Centers via a T1 Frame Relay circuits using TCP/IP protocol. Some facilities communicate with the Downtown Government Center using wider bandwidth – Frame Relay using dual DS3.

Public Works consists of two main groups, Water Services and Transportation, and has a number of remote locations that are listed below, in addition to the main location on the 6th floor at 141 Pryor Street, Atlanta, GA 30303. For the purpose of this project, only the Water Services, System Maintenance Division will be evaluated within Public Works. Also included are the Finance Department, IT Department, Environment & Community Development Department, Purchasing Department, Contract Compliance, and the PM/CM Team. The following is a list of the remote locations that will be included, in addition to those at 141 Pryor Street.

NORTH ANNEX (CUSTOMER SERVICE)	7741 ROSWELL ROAD ATLANTA, GA 30350	(770) 551- 7780
SOUTH ANNEX (CUSTOMER SERVICE)	5600 STONEWALL TELL ROAD COLLEGE PARK, GA 30349	(770) 306- 3133
METER READING	95 ACADEMY STREET ALPHARETTA, GA 30004	(770) 360- 8801
NORTH FULTON WASTE WATER COLLECTION SYSTEM MAINTENANCE	1030 MARIETTA HWY. ROSWELL, GA 30075	(770) 640- 3061
SOUTH FULTON WASTE WATER COLLECTION SYSTEM MAINTENANCE & STORMWATER SYSTEM MAINTENANCE	7472 COCHRAN ROAD COLLEGE PARK, GA 30303	(770) 306- 3154
NORTH FULTON WATER DISTRIBUTION SYSTEM & STORMWATER SYSTEM	11575-A & B MAXWELL ROAD ALPHARETTA, GA 30004	(770) 410- 3421

MAINTENANCE		
DOGWOOD (WATER DISTRIBUTION SYSTEM MAINTENANCE)	9695 DOGWOOD ROAD ROSWELL, GA 30076	(770) 640- 3040

All locations connect to the Fulton County's backbone LAN through T-1 connections at each remote site.

EXHIBIT L - IMPLEMENTATION SCHEDULE TASKS

The duration of this project shall be determined in coordination with and upon approval of the successful proposers' implementation schedule.

All days listed below are working days.

Phase I	Not to Exceed 75 days
Kick-off Meeting	Issue Notice to Proceed (NTP)
Develop a project management plan	
Critical path schedule	
Evaluate current process flows and prepare report	
Evaluate current software and hardware in use and prepare report	
Diagram business relationships and process flows	
Prepare a report of industry standards and best practices	
Prepare a cost estimate and benefit analysis for various proposed recommendations	
Prepare an organizational impact assessment with process flows	
Prepare a report with specific recommendations, preliminary schedule	

Phase IIA

- Critical path schedule
- Develop the RFP
- Prepare vendor prequalification checklist
- Prepare proposed vendor list
- Distribute RFP
- Prepare compilation of results from RFP
- Prepare report of strengths and weaknesses for each proposal
- Prepare scripts for vendor demonstrations
- Coordinate, schedule and manage vendor demonstrations
- Prepare recommendations

Phase IIB	
Fulton County to procure approved hardware and software	60 days

Phase III

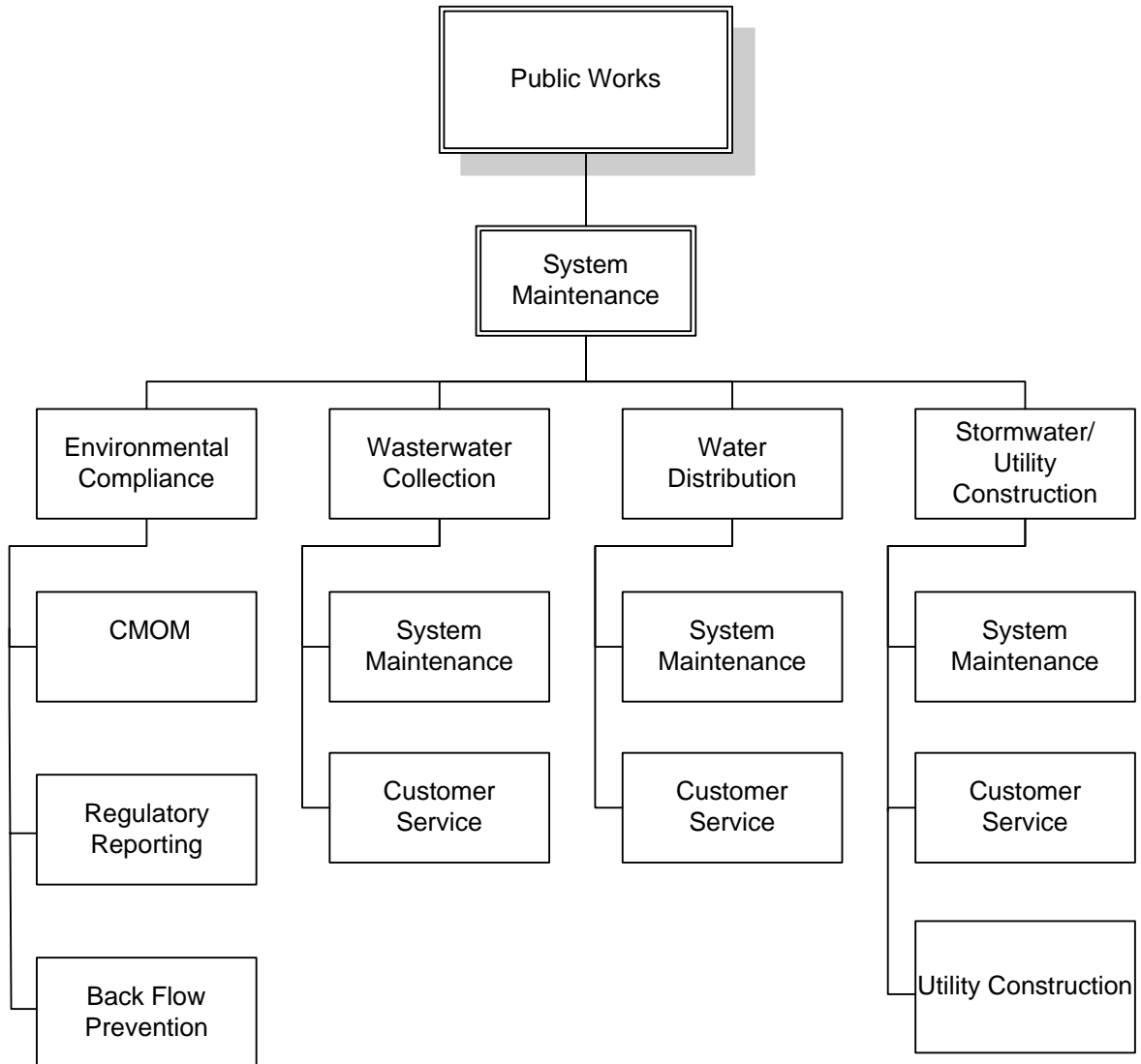
- Critical path schedule

Project management plan for each new process
Fully functional CIS complete
Fully functional billing system complete
Fully functional CMMS complete
Fully functional inventory control system complete
Fully functional work order scheduling system complete
Fully functional enterprise asset management system complete
Fully functional relational database complete
Conversion of existing information to new database complete
Integration of all processes complete
Prepare detailed process flows of new systems
Training of personnel
Project Closure

Note: All items and times are approximate, and other related items may be added to the project schedule, as approved by the County within the contract term

APPENDIX A

**FULTON COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART**



APPENDIX B
FULTON COUNTY DEPARTMENT OF FINANCE
ORGANIZATION CHART

